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City of Selah
222 S Rushmore Road
Selah, WA 98942

CITY OF SELAH OUTSIDE UTILITY AGREEMENT

I. PARTIES:

CITY OF SELAH, hereafter CITY; and,

OWNER, _____ as his/her separate estate,
husband/wife hereafter OWNER and her successors and assigns.

II. OWNER'S PROPERTY:

(Assessor's Parcel No.: _____)

III. RECITALS:

1. The CITY owns and operates a municipal water and sewage utility. These utilities provide service to properties within the jurisdictional boundaries of the CITY.
2. OWNER applied to the CITY for municipal water and sewage service to the property above described, which is currently outside the CITY's jurisdictional boundary, and in consideration of the furnishing of that service OWNER makes the following subjoined agreements.
3. The CITY is authorized to enter into agreements to provide service to properties outside its jurisdiction (Outside Utility Agreements) pursuant to Selah Municipal code 9.15.020.

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IV. **AGREEMENT:**

1. OWNER agrees this outside utility agreement is appurtenant only to the existing parcel and the single residence located thereon that exists on the date of execution of this agreement. Any future division of the property or the construction of additions to the existing structure or the construction of additional structures (if said property is not located within the CITY) shall require a new outside utility agreement or the amendment of this agreement.
2. OWNER shall pay, when due, to the CITY, all connection charges, service fees, plant investment fees, future local improvement district assessments, if any, and any and all other charges and fees required by law to be paid for the service of which OWNER applies.
3. OWNER shall take all necessary steps in cooperation with the CITY to obtain the approval of the Yakima County Boundary Review Board for the extension of utility service pursuant to the requirements of RCW 36.93.090(4).
4. OWNER agrees that any future new construction, or future alterations, additions or repair, shall conform to any and all then applicable construction and zoning codes and all required permits shall be obtained from CITY prior to the commencement of any work, all as if the property affected by this agreement were situated in the CITY; provided, no permit fees shall be charged or collected by the CITY for any permit for which a fee is charged by Yakima County. The CITY is granted the right to make reasonable inspections at reasonable times of the subject property, existing buildings, structures and improvements on the property.
5. OWNER shall comply with CITY laws concerning short platting and platting as if the property affected by this agreement were situated within the boundaries of the CITY.
6. OWNER agrees to sign any and all offered petitions for annexation and any other documents requested by the CITY concerning annexation and OWNER agrees TO NOT OPPOSE the annexation of the property herein previously described into the CITY.
7. OWNER agrees not to oppose the formation of any future water, sewer or street local

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improvement district (LID) which would benefit said property herein previously described.

- 8. OWNER agrees that upon execution of this agreement that this agreement shall be recorded with the Yakima County Auditor, and shall constitute an agreement and covenant running with the property and shall be binding upon the OWNER, his or her heirs, successors and assigns. Further, the OWNER shall affirmatively disclose to any prospective successor in interest to this property that this agreement exists.

- 9. OWNER agrees that in the event of a sale or transfer of ownership of the property affected by this agreement, OWNER will, as a condition of such sale or transfer, require the purchaser, or other new owner, to sign a duplicate of this Outside Utility Agreement.

- 10. OWNER agrees that the subject property shall be developed to conform to the requirements of Selah Municipal Code Title 10 entitled "Zoning" and Title 11 entitled "Building Codes" together with any amendments to those Chapters preceding the development of the property as if the property were situated within the boundaries of the CITY.

- 11. In the event of breach by OWNER of any provisions of this agreement, the OWNER agrees that the CITY may, at its discretion, summarily terminate or disconnect service.

SIGNED BY OWNER this _____ day of _____, 20__.

OWNER:_(signed)_____
(print name)

OWNER:_(signed)_____
(print name)

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